

FOURTH AMENDMENT
TO
DESIGN AGREEMENT

THIS FOURTH AMENDMENT to the Design Agreement dated October 7, 2016, is made and entered into on February 2, 2021 (the “FOURTH Amendment”) between The Elevated Studio having an office located at 601 West 26th Street, Ste. 325, c/o Centre for Social Innovation, New York, NY 10001, (“Design Professional”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, Design Professional was successfully admitted to the Prequalified List (“PQL”) for RFQ#201512_042 on May 16, 2016; and

WHEREAS, Design Professional was a successful bidder pursuant to initial Request for Proposals #003 issued on June 27, 2016; and

WHEREAS, HTFC and Design Professional entered into a Design Agreement (the “Agreement”) on October 7, 2016, and made effective on July 29, 2016, pursuant to which Design Professional provides certain services in support of HTFC’s administration of the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, HTFC’s Governor’s Office of Storm Recovery (“GOSR”) is specifically tasked with administering the State of New York’s CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, HTFC and Design Professional’s Total Fee in the Design Agreement totaled \$1,000,000.00; and

WHEREAS, HTFC and Design Professional entered into a First Amendment to the Agreement on July 27, 2017 which increased the Total Fee to \$2,000,000.00 and extended the Term of the Agreement to July 28, 2018; and

WHEREAS, HTFC and Design Professional entered into a Second Amendment to the Agreement on September 18, 2018 which extended the Term of the Agreement to July 28, 2019; and

WHEREAS, HTFC and Design Professional entered into a Third Amendment to the Agreement on October 1, 2019 which extended the Term of the Agreement to July 28, 2020; and

WHEREAS, HTFC wishes to obtain additional services from Design Professional that are within the scope of services sought under the RFQ and provided by Design Professional under the Agreement; and

WHEREAS, HTFC seeks to extend the Term of the Agreement for one (1) additional year to July 28, 2021; and

WHEREAS, HTFC/GOSR and Design Professional desire to amend the Agreement by means of this Fourth Amendment to extend the Term of the Agreement, with no increase in budget, to allow Design Professional to perform existing and additional services that are within the scope of services provided by Design Professional under the Design Agreement;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. Section 8 (a) (i) is hereby deleted and replaced with the following:

“Period of Performance. Design Professional will perform the Services set forth in all applicable Work Orders under this Design Agreement during the period:

July 29, 2016 thru July 28, 2021.”

2. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Fourth Amendment on the day and year first above written.

The Elevated Studio

By: Brian Baer
Name: Brian Baer
Title: President and Executive Director
Date: 2021 February 02

Housing Trust Fund Corporation

By: Emily Thompson
Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery
Date: 2/2/2021